

AGENDA

COMMITTEE ON ADMINISTRATION/INFORMATION SYSTEMS

March 16, 2010

Aldermen Lopez, DeVries,
O'Neil, Osborne, Corriveau,

5:15 PM

Aldermanic Chambers
City Hall (3rd Floor)

1. Chairman Lopez calls the meeting to order.
2. The Clerk calls the roll.
3. Communication from David Preece, Executive Director, SNHPC, submitting the Manchester Joint Sustainability Committee Quarterly Report.
(Note: Referred by the Board of Mayor and Aldermen on March 2, 2010.)
Ladies and Gentlemen, what is your pleasure?
4. Communication from Kim Reagan, Public Relations Committee of the Nashua West Rotary, requesting permission to hang a banner on Elm Street two weeks prior to their 8th Annual Rock'n Ribfest at Anheuser Busch beginning June 11, 2010.
Ladies and Gentlemen, what is your pleasure?
5. Communication from Jack Donovan, Executive Director of Business Finance Authority, requesting that the City support the effort to maximize the use of Recovery Zone Facilities Bonds by agreeing to waive its \$8,966,000 allocation and allowing it to be added to the statewide pool.
Ladies and Gentlemen, what is your pleasure?
6. Communication from Thomas Bowen, Water Works Director, requesting authorization to enter into a five-year lease to own agreement for an excavator.
Ladies and Gentlemen, what is your pleasure?

7. Communication from Thomas Bowen, Water Works Director, requesting authorization to enter into a License Agreement with the B&M Corporation on a rail crossing in north Manchester adjacent to property of the Derryfield School.

Ladies and Gentlemen, what is your pleasure?

8. Ordinance Amendment:

“Amending Chapter 92 Fire Prevention of the Code of Ordinances of the City of Manchester by establishing annual Radio Master Box fees per building and increasing the charges for fire system inspections and false alarms.”

Ladies and Gentlemen, what is your pleasure?

9. Ordinance Amendment:

“Amending Chapter 93 Alarms of the Code of Ordinances of the City of Manchester by increasing the annual Alarm permit renewal fee and restructuring the false alarm fee schedule.”

Ladies and Gentlemen, what is your pleasure?

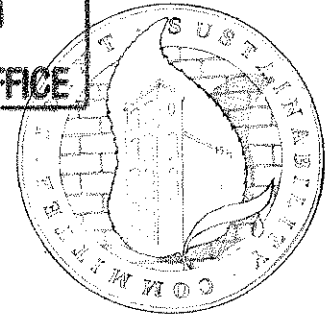
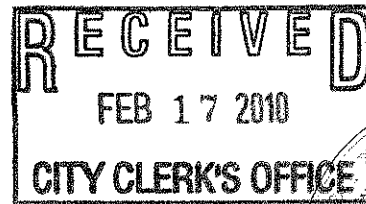
TABLED ITEMS

A motion is in order to remove any item from the table.

10. Recommendation from Matthew Normand, Acting City Clerk, regarding a policy for street closures and license events.
(Tabled 03/16/09)
11. Communication from Thomas Clark, City Solicitor, regarding a Naming Rights Policy.
(Note: Referred by the Board of Mayor and Aldermen on 2/3/09. Tabled 03/16/09)
12. Communication from Barbara Potvin, New England Sampler, requesting the City hold a public forum to discuss the process of closing off city streets and the impact that these closings have on local small businesses as well as the benefits drawn by the City of Manchester and its local citizens.
(Note: Referred by the Board of Mayor and Aldermen on 10/21/08. Tabled 11/24/08 recommendation to be submitted by staff.)
13. There being no further business, a motion is in order to adjourn.

February 17, 2010

Manchester Board of Mayor and Aldermen
One City Hall Plaza
Manchester, NH 03102



Re: Manchester Joint Sustainability Committee Quarterly Report

Dear Mayor Gatsas and Board of Aldermen:

The City of Manchester Joint Sustainability Committee, a partnership of the City of Manchester and the Greater Manchester Chamber of Commerce, is dedicated to making Manchester an environmentally sustainable city. Through efforts in waste reduction, energy efficiency, alternative and renewable energy, land use and transit planning, green jobs, educational campaigns, laws, regulations, and other activities, the City of Manchester can achieve multiple benefits, including saving energy and money, reducing its environmental impact, and improving economic vitality and quality of life. Utilizing schools, businesses, individuals, developers and organizations within the community and the region, the City of Manchester Joint Sustainability Committee will take action in promoting sustainable practices and policies.

On October 20, 2009 the Manchester Board of Mayor and Aldermen approved the goals of the Joint Sustainability Committee, which included items such as:

- Initiate an Education Program/ Campaign to raise awareness of sustainable issues
- Start a pilot program for recycling in the City Hall
- Explore a recycling program for the downtown
- Revise subdivision/site plan regulations to encourage sustainable development
- Highlight green roof on City Hall and other sustainable practices already implemented by the City

It is the intent of the Manchester Joint Sustainability Committee (JSC) to update the Manchester Board of Mayor and Aldermen on a quarterly basis on the progress being made toward the mission and goals of the Committee. **The Committee requests a five-minute presentation at the March 2, 2010 Board of Mayor and Aldermen meeting to give the first quarterly update.**

Attached are the goals of the Committee for your reference and also a summary of the progress that has been made to date. Please do not hesitate to contact me should you require any further information.

Thank you,

David J. Preece, AICP, Chair
Executive Director, SNHPC

CC: Samantha Piatt, Mayor's Office; Pam Goucher, Planning Dept.

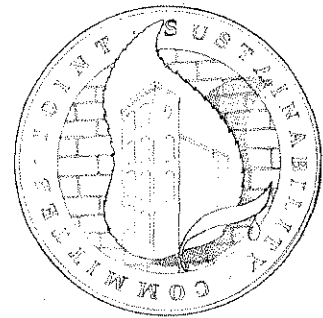
In board of Mayor and Aldermen

Date: 3/2/10 On Motion of Ald. Shea

Second by Ald. Ouellette

Voted to refer to the Committee
on Administration|Information
Systems

[Signature] City Clerk



SUMMARY

The Manchester Joint Sustainability Committee (JSC) has been continuing work on implementation of the sustainability goals presented to the Board of Mayor and Aldermen in October 2009. Attached are the goals that were developed under the following categories:

- General
- Waste Reduction
- Energy Management, Energy Efficiency, Alternative and Renewable Energy
- Land Use and Transportation
- Water Quality and Conservation
- Habitat Restoration
- Green Jobs

UPDATE

General

In the fall of 2009, members of the Joint Sustainability Committee (JSC) reviewed and commented on the drafting of the Master Plan to ensure the goals of the JSC were in tune with the goals of the Master Plan. The JSC has recently finalized a logo to represent the committee on mailings and outreach materials and is currently working toward implementing the outreach goals by placing updates and information on the City's website and setting up a media blast. The JSC is also coordinating with the GMCC to include JSC updates and information on their website and blog.

Waste Reduction

Kevin Sheppard and Kevin O'Maley in Public Works (and who are also JSC members) are currently working to figure out the logistics and feasibility of a paper recycling program for City Hall. There is also work being done on a bill that would change the state statutes that mandate paper public files.

Energy Management, Energy Efficiency, Alternative and Renewable Energy

Kevin O'Maley in the Public Works department is continuing to lead the work being done on creating an energy use baseline through the EECBG Program. The JSC is also coordinating an incentives forum to bring awareness of funding sources for energy projects as well as tax incentives and rebates. The JSC will include highlights of energy efficiency actions already being implemented by the City through City website updates and other outreach efforts. LEED certified buildings will also be highlighted through these outreach efforts. In addition to these action items, Tim Clougherty is also currently working with PSNH to partner on a solar project.

Land Use and Transportation

A revision of the subdivision/site plan regulations for the encouragement of sustainable development is currently underway. In addition to this, the zoning ordinance is also being reviewed for ways to address and define alternative energy measures. A steering group in the GMCC has been developed to help this process.

Water Quality and Conservation

Manchester Water Works and the Manchester Environmental Protection Division (EPD) both have established educational programs and will continue to implement them to implement the goal of continuing environmental education and curriculum in the schools. Manchester Water Works is currently preparing a contract for main cleaning and lining for 10,000 linear feet for 2010. The Cohas Brook Sewer Project to help protect the Lake Massabesic watershed is set to start construction in the Spring of 2010 and finish in the Fall of 2011. The annual Spring/Fall urban pond clean-up program is ongoing and is posted on the EPD website. The JSC is currently working with MCTV to get the "Liquid Assets" educational documentary on a half hour springtime showing to coincide with Earth Day. A stormwater stenciling program is currently underway and will be more formally implemented with the Cohas Brook Sewer Project. Other Water Quality and Conservation goals are currently in the works and ongoing and lastly, an implementation plan for the future plans for the stormwater utility will be completed in Spring 2010.

Habitat Restoration

Habitat restoration goals that align with goals of the master plan are currently being implemented. The green roof on City Hall will be highlighted on the City website and in other outreach efforts to show sustainable practices already being implemented by the city. Regulations are being reviewed to see if changes can be made to modify site plan regulations regarding Landscape Architects being licensed in New Hampshire, as well as supporting tree preservation and providing landscape incentives for developments.

Green Jobs

Kennebec Valley Community College (KVCC) in Fairfield, ME will be receiving \$2.8 million Department of Energy grant to lead a regional training program for solar-energy installers. This program will also be implemented in New Hampshire Community Colleges and contact has been made to bring the program to Manchester. Coordination is ongoing. The JSC is also currently coordinating with GMCC and the City's Economic Development Department to implement some of the education and outreach goals for green jobs.

City of Manchester Joint Sustainability Committee

**A partnership of the Greater Manchester Chamber of
Commerce and the City of Manchester**

The City of Manchester Joint Sustainability Committee, a partnership of the City of Manchester and the Greater Manchester Chamber of Commerce, is dedicated to making Manchester an environmentally sustainable city. Through efforts in waste reduction, energy efficiency, alternative and renewable energy, land use and transit planning, green jobs, educational campaigns, laws, regulations and other activities, the City of Manchester can achieve multiple benefits, including saving energy and money, reducing its environmental impact, and improving economic vitality and quality of life. Utilizing schools, businesses, individuals, developers and organizations within the community and the region, the City of Manchester Joint Sustainability Committee will take action in promoting sustainable practices and policies.

Committee Members

- David Preece, Chairman, Executive Director, SNHPC
- Jillian Harris, SNHPC
- Pamela Goucher, Manchester Planning and Community Development Department
- Jonathan Golden, Manchester Planning and Community Development Department
- Robert Duval, TF Moran, GMCC Member
- Barry Brensinger, Lavallee Brensinger, GMCC Member
- Nick Lazos, Stebbins, Lazos & VanDerbeken, GMCC Member
- Sean Thomas, Mayor's Office
- Jay Minkarah, Manchester Economic Development Office
- Mike Skelton, GMCC
- Kevin O'Maley, Manchester Facilities Division, Department of Public Works
- Kevin Sheppard, Department Public Works
- Fred McNeill, EPD Division, Department of Public Works
- Thomas Bowen, Manchester Water Works
- Tim Clougherty, Department of Public Works
- Karl Franck, Manchester Building Dept
- Alderman Peter Sullivan
- Rick Smith, Bernstein Shur, GMCC Member

Goals

General

Short Term

1. Review and comment on drafting of Master Plan
2. Send out Media Blast of upcoming meetings, forums, and workshops on sustainability.
3. Provide quarterly report to the Board of Aldermen and other pertinent municipal board with JSC updates
4. Start up news blogs on the City website
5. Need to develop a baseline to compare all implementations and improvements to
 - a. Gather information on department usage, departmental goals, and departmental shortcomings
6. Conduct a survey to determine effectiveness of the goals of the GMCC JSC
7. Provide incentives for new and existing businesses to implement sustainable green business practices

Long Term

1. Initiate an *Education Program/ Campaign* to raise awareness of sustainable issues such as:
 - a. provide public educational seminars
 - b. partner with entities that have similar goals (ex. NH institute of Art, UNH)
 - c. Keep public updated with an info stream of results in energy efficiency and savings
 - d. confront issues of cost, flexibility, and benefits
 - e. alternative energy
 - f. adaptive reuse of City property(s)
 - g. Mulch yard waste and give back to Community (pick up location)
 - h. Water Conservation
 - i. City wide recycling goal
 - j. transition to a green fleet

Waste Reduction

Short Term

1. Start a pilot program for recycling in the City Hall
2. Reduce paper generation by the following:
 - a. Encourage electronic forms of information sharing in City Electronic payroll
 - b. Electronic filing
 - c. Paperless implementation and work-flow analysis
 - d. City-wide PDF software
 - e. Network Access
3. Phase in all City Buildings to the recycling program

Long Term

1. Encourage businesses and institutions to participate in recycling programs
2. Explore a recycling program for the downtown
3. Increase City-wide curbside recycling to 25 percent by 2013.
4. Explore waste minimization programs such as pay as you throw and other general incentive programs.

Energy Management, Energy Efficiency, Alternative and Renewable Energy

Short Term

1. Implement EECBG program
2. Identify grants already underway or being pursued
3. Host an incentives forum to bring awareness of funding sources for energy projects as well as tax incentives and rebates
4. Highlight energy efficiency actions already implemented by the City
5. Highlight LEED certified buildings and monitor efficiency

Long Term

1. Investigate best practices for private and outdoor City lighting
2. Explore alternative energy use at City Hall itself as an extension of the Green Roof initiative
3. Encourage the use of solar panels and alternative energy options on all possible City buildings
4. Enact an Energy Efficiency and Sustainable Design Ordinance
5. Encourage "green" building standards for new construction
6. Energy savings design components in Construction plans
7. Explore mitigation strategies to offset the carbon footprint created by development and construction

Land Use and Transportation

Short Term

1. Revise subdivision/site plan regulations to encourage sustainable development
2. Review and coordinate activities with the New Hampshire Climate Change Action Plan
3. Address and define alternative energy measures in the zoning ordinance

Long Term

Local Initiatives

- 1.1 Determine fleet requirements for departments
 - a. Implement a sign-out for vehicles, not vehicle per person
 - b. Encourage trip-sharing and scheduling
- 1.2 Keep City vehicles operational for as long as possible
- 1.3 Encourage and implement incentives for hybrid and other energy efficient vehicles in City government and transportation
- 1.4 Explore the feasibility of the police department to purchase "greener" vehicles
 - a. Many departments utilize retired police cars instead of purchasing their own. Green starts at the top.
- 1.5 Encourage alternative forms of transportation in the downtown by adding bicycle and scooter parking in convenient locations
 - a. Explore other options for encouraging alternative forms of transportation and making it convenient

Regional Initiatives

- 2.1 Encourage development of a regional transit system
- 2.2 Support public transit
 - a. Fishercat shuttle size
 - b. Natural gas operated
 - c. Hybrid
- 2.3 Support increased use of freight
- 2.4 Promote bike lanes and trails a priority for alternative commuting
- 2.5 Support passenger, commuter and high speed rail

Water Quality and Conservation

Short Term

1. Continue environmental educational curriculum in schools and outreach programs at MWW and EPD
2. Continue MWW water main cleaning and lining program
3. Continue Cohas Brook Sewer Project to help protect Lake Massabesic watershed
4. Implement the proposed stormwater utility to address Manchester's long-term stormwater needs
5. Continue with annual spring/fall urban pond clean-up program
6. Put "*Liquid Assets*" documentary on local cable TV
7. Start stormwater-stenciling program
8. Keep stormwater ordinances current and enforced
9. Encourage xeri-scaping within an approved palette; planting drought resistant natives – replace required irrigation in regulations with xeri-scaping or rain-sensored irrigation

Long Term

1. Educate the general public through structured school curriculum and through public outreach
2. Upgrade the City's aging and failing environmental infrastructure (water, wastewater, and stormwater) in a pro-active cost-effective manner to meet Manchester's long-term needs
3. Implement the City's Phase II CSO Abatement Program as part of a structured urban revitalization project in corporation with other City Departments and stakeholders
4. Build the stormwater utility in a pro-active cost-effective manner to meet Manchester's long-term needs

Habitat Restoration

Short Term

1. Highlight green roof on City Hall and other sustainable practices already implemented by the City
2. Provide a study of before/after highlighting practices undertaken
 - a Determine how much runoff has been reduced
 - b Analyze the cost effectiveness
 - c Determine the ancillary benefits (building occupant views, comments received, etc.)

Long Term

1. Support tree preservation/ landscape incentives and regulations.
 - a. Preserve and enhance the goals of the Master Plan, Zoning Ordinance, and the image of the City of Manchester
 - b. Require increased planting for appropriate developments
 - c. Encourage the preservation of heritage trees
 - d. Encourage preservation and maintenance of existing natural vegetation whenever possible and reasonable
 - e. Work with the City arborist in identifying heritage trees in the City
 - f. Keep species diversity in mind (ex. Elm street tree blight)
 - g. Develop a Street Tree Inventory utilizing GIS
 - i. Heritage and specimen trees will be identified and protected
 - ii. Species, age and maintenance requirements will be noted
 - h. Construction standards to include tree protection
2. Modify site plan regulations regarding Landscape Architects being licensed in NH
3. City beautification
 - a. Improve the "curb appeal" of the City (as noted in the Master Plan Draft – Gateways and Corridors)
 - b. Promote decorative hanging planters/ sidewalk planters along the CBD and in Neighborhood Business Centers with coordination from Intown Manchester.
 - c. Develop and encourage Community Garden Walks, and public volunteering programs for City beautification (ex. Bulb planting throughout the City)
 - d. Promote parkway plantings using drought resistant natives to supplement the street trees (Elm St. in CBD); Infill planting in City Hall Plaza
 - e. Encourage more commercial landscaping
 - f. Promote more residential buffers (no paving of front yards!)
4. Urban Agriculture
 - a. Explore available City land for use as community garden plots

- b. Promote and encourage community gardens, and rooftop planters
- c. Promote expanding the farmers market with Arts/ Crafts Community Supported Agriculture (shares/ fees/ shareholders)

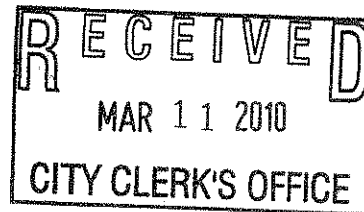
Green Jobs

Short Term

1. Highlight green jobs in City government and the business community
2. Engage students from area colleges to encourage more green jobs and technology
 - a. Review existing incentives for encouraging green jobs
 - b. Encourage green technology training within Job Corps

Long Term

1. Green jobs will be a byproduct of other accomplishments and more sustainable practices
2. Review Economic Development incentives for green jobs
3. Engage unions and other contracting trade organizations to offer training programs for "green" practices
4. Work with the school district to incorporate green jobs
5. Provide incentives for businesses to work with "green" employers/contractors and incorporate "green" technology as a business practice



City of Manchester
Mayor and Board of Alderman
One City Hall Plaza
Manchester, NH 03101

Re: Nashua West Rotary 8th annual Rock'n Ribfest at Anheuser Busch, June 11th, 12th and 13th

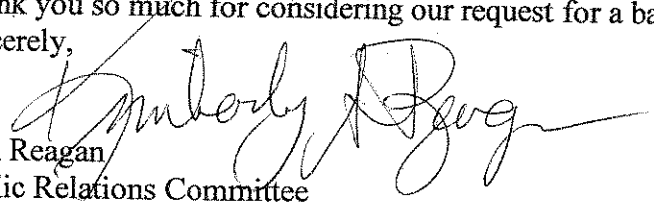
Dear Mayor Gatsas and Alderman;

The Rotary Club of Nashua West is hosting its 8th annual Rock'n Ribfest at Anheuser Busch on June 11th, 12th and 13th this year. West Rotary would like to request permission to hang a banner on Elm Street downtown Manchester two weeks prior to the event. We are willing to pay the fees involved and provide a banner custom made to your requirements and specifications.

This premier event is the New Hampshire State Barbeque championships! Last year over 20,000 people attended our family-oriented event. Ribfest features nationally-renowned "ribbers" and local restaurants providing barbecued ribs and other specialties, live music, a Teen Band competition and local young performers of all talents. We have a great website at www.rotaryribfest.org.

All proceeds from the event benefit local, non-profit organizations and are awarded through the Nashua West's annual giving program.

Thank you so much for considering our request for a banner.
Sincerely,

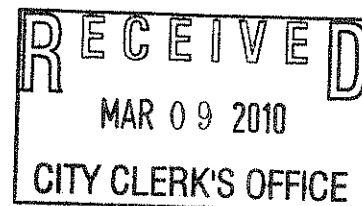

Kim Reagan
Public Relations Committee
Nashua West Rotary
Non-Profit tax ID # 363245072
Club # 6461 District 7870
P.O. Box 75
Nashua, NH 03061
603-365-6349



NEW HAMPSHIRE
BUSINESS FINANCE AUTHORITY

73-01-1000...

March 2, 2010



Mr. Jay Minkarah
Economic Development Director
City of Manchester
1 City Hall Plaza
Manchester, NH 03101

Dear Mr. Minkarah:

The American Recovery and Reinvestment Act of 2009 amended the Internal Revenue Service Code, authorizing State and local governments to issue Recovery Zone Facility Bonds. Recovery Zone Facility Bonds may be used to finance certain qualified business property within designated recovery zones. New Hampshire's \$135 million volume cap for Recovery Zone Facilities Bonds is allocated among the counties and the City of Manchester based upon relative employment declines in 2008. All Recovery Zone bonds must be issued by the end of 2010.

The NH Business Finance Authority, which has traditionally issued all of New Hampshire's business bonds, has worked with the counties to maximize the use of the Recovery Zone Facilities Bond allocations. Specifically, in accordance with Section 1400U-1(a)(3)(A) of the Act, the counties have waived their Recovery Zone Facilities Bond volume cap allocations, allowing them to revert to the State and the BFA. The BFA, in turn, has reallocated the bond cap to seven projects located throughout the state, including \$35 million to a project located in Manchester (26% of the NH total). We have additional job creating projects that are ready to proceed, subject to receipt of additional Recovery Zone Facilities Bond volume cap allocation.

FINANCING FOR NEW HAMPSHIRE'S FUTURE

2 PILLSBURY STREET, SUITE 201
CONCORD, NEW HAMPSHIRE 03301-4954
603-415-0190 • FAX: 603-415-0194

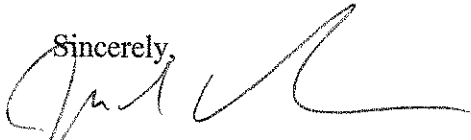


5-1

I am writing to request that the City of Manchester support this effort to maximize the use of Recovery Zone Facilities Bonds by agreeing to waive its \$8,966,000 allocation and allowing it to be added to the statewide pool. By doing this, the City will insure that the bond allocation will be used and NH employees and businesses will benefit. For your convenience, I have attached a sample waiver letter.

If you have any questions regarding either this letter or the waiver request, please feel free contact me at your convenience.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jack Donovan', with a long horizontal flourish extending to the right.

Jack Donovan
Executive Director

I, John H. Lynch, Governor of the State of New Hampshire (the "State"), hereby delegate the authority of the Governor of the State of New Hampshire pursuant to Part II, Article 41 of the Constitution of the State of New Hampshire to allocate \$8,966,000 of New Hampshire volume cap for Recovery Zone Facility Bonds, which volume cap allocation has been waived by the City of Manchester in the State of New Hampshire, to the New Hampshire Business Finance Authority; provided that any allocation made pursuant to this authority shall comply with all limitations and requirements stated in Internal Revenue Code Section 142, the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5 (the "Act") and all guidance promulgated under the Act including Notice 2009-50 released on June 12, 2009; and further provided that such authority shall include the authorization to make all representations, file all documents and take all other actions as may be required for compliance with State and federal law.

John H. Lynch
Governor

Dated: _____, 2010

BOS111 12405577.2

_____, 2010

John H. Lynch, Governor
Office of the Governor
State House
25 Capitol Street
Concord, NH 03301

Dear Governor Lynch:

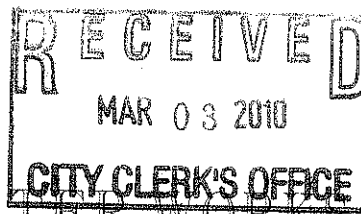
The American Recovery and Reinvestment Act of 2009 amended the Internal Revenue Service Code, authorizing State and local governments to issue Recovery Zone Facility Bonds. Recovery Zone Facility Bonds may be used to finance certain qualified business property within designated recovery zones. The New Hampshire volume cap for Recovery Zone Facilities Bonds is allocated among the counties and the City of Manchester based upon relative employment declines in 2008.

The City of Manchester cannot use this Recovery Zone Facilities Bond allocation because it is not authorized to issue bonds for private businesses. In accordance with Section 1400U-1(a)(3)(A) of the Act, I am writing to waive the City's Recovery Zone Facilities Bond volume cap allocation. I understand that the waived bond cap will be reallocated by the State as it shall determine in good faith in its discretion. Eligible projects located in jurisdictions that have waived their allocation will be given priority for reallocation of the volume cap.

Sincerely,

Mayor

cc: Jack Donovan, Executive Director, NH Business Finance Authority



MANCHESTER WATER WORKS
281 LINCOLN ST., MANCHESTER, NEW HAMPSHIRE 03103-5093 Tel. (603) 624-6494

BOARD OF WATER COMMISSIONERS

LOUIS C. D'ALLESANDRO
President

DYLAN R. CRUESS
Clerk

WILLIAM A. BEATON
BERNARD G. GARRITY, JR.
PHILLIP SAPIENZA
PAUL G. LESSARD

Ex Officio
HON. THEODORE L. GATSAS
Mayor

THOMAS M. BOWEN, P.E.
Director and Chief Engineer

ROBERT BEAURIVAGE, P.E.
Asst. Director

March 2, 2010

Board of Mayor and Aldermen
c/o City Clerk's Office
City of Manchester
One City Hall Plaza
Manchester, NH 03101

RE: EXCAVATOR LEASE

Dear Board of Mayor and Aldermen:

The Board of Water Commissioners of the Manchester Water Works at their meeting of February 25, 2010 approved the award of a contract for an excavator with a 5-year lease to own option to Southworth-Milton, Inc. of Hopkinton, NH. A total of three bids were received and Southworth-Milton's bid with an annual price of \$44,594.92 was the lowest meeting the required specifications.

During our recent budget process, staff of the department evaluated a number of options available to us to replace a 1993 wheel mounted CAT excavator. After our evaluation and discussions with Bill Sanders, City Finance Director, it was determined that the most cost-effective means was lease purchase. Other options considered were an outright purchase, a short-term bond and annual rental. A comparison of these options is included for your review.

As the procurement code requires authorization from the Board of Mayor and Aldermen for a lease-type agreement, your favorable consideration of this proposal is requested.

Should you have any questions prior to the meeting, please feel free to contact me.

Sincerely,

Thomas M. Bowen, P.E.
Director

TMB:ds

Enclosures

cc: William Sanders, Finance Director
Guy Chabot
Scott Lovering

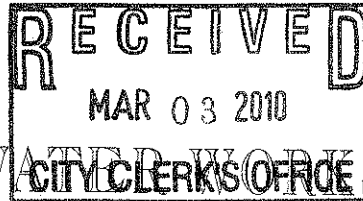
Manchester Water Works Options for Excavator Purchase

SELECTED OPTION		INITIAL \$\$\$		TOTAL \$\$\$		COMMENTS
1	OUTRIGHT PURCHASE	205,900		205,900		per 2/18/10 Cat Bid net of 20,000 trade
2	ANNUAL RENTAL	24,000		650,000		per MHD 2009 bid \$3k/mo assumes 8mo/yr 18yr @ 4%
3	5 YR LEASE PURCHASE Milton Caterpillar	44,594.92		222,975		per 2/18/10 Cat Bid interest rate at 4.15%
4	5 YR CITY GO BOND	45,000 (FY2011)		225,000		estimated @ 4 - 4.5%



March 2, 2010

MANCHESTER WATER WORKS
CITY CLERK'S OFFICE
281 LINCOLN ST., MANCHESTER, NEW HAMPSHIRE 03103-5093 Tel. (603) 624-6494



BOARD OF WATER COMMISSIONERS

LOUIS C. D'ALLESANDRO
President

DYLAN R. CRUESS
Clerk

WILLIAM A. BEATON
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ROBERT BEAURIVAGE, P.E.
Asst. Director

Board of Mayor and Aldermen
c/o City Clerk's Office
City of Manchester
One City Hall Plaza
Manchester, NH 03101

RE: B&M RAILROAD LICENSE AGREEMENT

Dear Board of Mayor and Aldermen:

Attached for your consideration is a copy of a License Agreement with the B&M Corporation on a rail crossing in north Manchester adjacent to property of the Derryfield School. The project requires the jacking of a steel sleeve and the installation of main under the B&M Railroad right-of-way. The attached agreement is standard language required for all such crossings. The City Solicitor and the City Risk Manager have advised that the indemnification language found in paragraph 7 on page 3 requires action by the Board as it requires Manchester Water Works to hold the B&M Railroad harmless on work as a result of this project.

The project as a whole is a capital improvement project approved in the current Manchester Water Works' budget which calls for the installation of 4,600 feet of 20" diameter main starting in north Manchester at the intersection of Union and N. River Road crossing property of Derryfield School, the B&M Railroad, a subaqueous crossing of the Merrimack River and then connecting with existing Manchester Water Works' facilities on the west side near the Manchester-Hooksett town line. This project when completed will add significant capacity and reliability to the Front Street and Hackett Hill Road area in West Manchester.

The Board's favorable consideration of this matter is respectfully requested. Should you have any questions with regard to this matter prior to the Board meeting, please feel free to contact me.

Sincerely,

Thomas M. Bowen, P.E.
Director

TMB:ds

Enclosures

cc: Thomas Clark, City Solicitor
Harry Ntapolis, Risk Manager
Guy Chabot

Memo

February 24, 2010

TO: BOARD OF WATER COMMISSIONERS

FROM: GUY R. CHABOT, P.E. *g.c.*
WATER DISTRIBUTION ADMINISTRATOR

RE: WHEELED EXCAVATOR BID

Attached for the Board's review is a copy of the bid summary for a wheeled excavator. Bids were opened Thursday, February 18, 2010 at 3:00 p.m. with Commissioner Paul Lessard presiding.

The bids submitted by Beauregard Equipment for a 2008 Badger 1085D and by Nortrax, LLC for a 2010 John Deere 190D do not meet many of the requirements set in the specifications including digging depth and engine type. Generally, these excavators are smaller and underpowered and will not supply the digging capacity required by the MWW.

The bid submitted by Southworth-Milton, Inc. for a 2010 Caterpillar M318D meets or exceeds all the requirements set in the specifications. Southworth-Milton's bid price for a five-year lease to buy on the Cat M318D is \$44,594.92 per year for a total cost of \$222,975.60. The \$44,594.92 is within the \$50,000 the Distribution Division has budgeted for the first year's payment.

THEREFORE IT IS RECOMMENDED THAT THE BOARD OF WATER COMMISSIONERS APPROVE THE FIVE-YEAR LEASE TO OWN BID FOR A CATERPILLAR M318D WHEELED LOADER AS SUBMITTED BY SOUTHWORTH-MILTON, INC.. DUE TO THE LEASE TO OWN OPTION, BMA APPROVAL WILL ALSO BE REQUIRED.

GC:ds

Attachment

Bwc6

*Bwc approved
2/25/10
p.s.*

Manchester Water Works

281 Lincoln St., Manchester, NH 03103, tel. 603-624-6494, fax: 603-628-6020

7-2

**BOSTON AND MAINE CORPORATION
SPRINGFIELD TERMINAL RAILWAY COMPANY
LICENSE AGREEMENT**

LICENSE AGREEMENT, made as of this day of , 2010 by and between the "Railroad" as described in paragraph 1.A. below and "Licensee" as described in paragraph 1.B. below.

In consideration of the mutual covenants and promises herein contained, and other good and valuable consideration, the receipt and sufficiency whereof both parties acknowledge, the Railroad hereby grants, so far as it lawfully may, a terminable, non-exclusive license to Licensee for the Use set forth in paragraph 1.E., and no other (the "License"), subject to the following conditions:

1. **DEFINED TERMS.** The following terms shall have the meanings specified wherever used in this License Agreement:

A. **RAILROAD.**

Boston and Maine Corporation
the Springfield Terminal Railway Company,
their affiliates, successors and assigns,
c/o Pan Am Railways Incorporated
Iron Horse Park
North Billerica, Massachusetts 01862

B. **LICENSEE:**

Manchester Water Works
281 Lincoln Street
Manchester, New Hampshire 03101

- C. **PREMISES:** The Railroad's Northern Maine Line in Manchester, New Hampshire as shown on Valuation Section 21 Map 22, in the vicinity of River Road.
- D. **APPURTENANCE:** One (1) 20" diameter ductile water main within a 42" diameter steel casing pipe
- E. **USE:** Install, Use, Maintain and Repair the Appurtenance.
- F. **TERM:** Thirty (30) days.

- G. **LICENSE FEE:** Eight Hundred Five and 00/100 (\$805.00) Dollars per year and in accordance with paragraph 3 below.
- H. **INSURANCE REQUIREMENTS:** Five Million (\$5,000,000.00)/Ten Million (\$10,000,000.00) Commercial General Liability on the so-called "Broad Form" with all Railroad Exclusions removed.
- I. **EXHIBITS:** Each of the following exhibits are hereby incorporated by this reference into this License Agreement:

Exhibit A - Plans of the Premises entitled: Boston and Maine Corporation, Office of the Vice President of Engineering, License Plan Manchester, New Hampshire, Line: Northern Maine Line, Valuation Section 21 Map 22, Scale 1"= 200, 2/4/10.

Exhibit B - Additional Provisions

2. **TERM.** The Term of the License shall commence upon the date first above written and shall continue for the period set forth in paragraph 1.F. and thereafter, until the License is terminated by either party upon thirty (30) days' written notice to the other of intention to terminate.

3. **LICENSE FEE.**

- A. The Licensee shall pay the Railroad the License Fee set forth in paragraph 1.G., in advance, without offset or deduction, for each year it possesses the Premises hereunder. Notwithstanding any such advance payment of the License Fee, the right to terminate the License herein granted shall continue in full force and effect and, in case this License is so terminated for any reason, the Railroad shall abate a proportionate share of the License Fee so paid in advance.
- B. Unless the License is sooner terminated, the License Fee shall be adjusted for inflation on an annual basis commencing on the first annual anniversary hereof. Each such adjustment shall be calculated by multiplying the then current License Fee by a fraction, the numerator of which shall be the "Consumer Price Index, All Urban Consumers "CPI-U", Boston, Massachusetts, All Items (1982-84=100)" promulgated by the Bureau of Labor Statistics, U. S. Department of Labor (the "Index") for the month prior to the particular annual anniversary of this License for which rental adjustment is sought (if such Index is not published for such month, then the most recently published Index shall be used) and the denominator of which shall be the Index for the month prior to the particular month first above written. The resulting product shall be the new annual License Fee. The License Fee shall never be reduced by such adjustment.
- C. The Licensee hereby agrees to pay, in addition to the License Fee, all real estate, excise, personal property or other taxes assessed in respect to its Use or possession of

the Premises, the Appurtenance, its property or equipment of any description located upon the Premises, or the License herein granted.

4. **NO WARRANTIES.** The Railroad makes no warranty as to the title, fitness or condition of the Premises, express or implied, and the Licensee acknowledges that it occupies the Premises at its sole risk and peril. The Licensee hereby acknowledges that the Railroad is under no obligation to maintain the Premises.

5. **COMPLIANCE WITH LAWS.** The Licensee at its sole cost and expense shall comply with, and shall cause the Premises to comply with, all applicable local, county, state or federal laws, codes or ordinances of any description, including, but not limited to: zoning, building, engineering, sanitation, health or environmental laws, particularly, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. 9601, et seq. as amended) ("Law"). The Licensee shall promptly remedy any breach of any Law.

6. **PRIORITY OF RAILROAD OPERATIONS.** The operations of the Railroad, Pan Am Railways ("Pan Am"), the affiliated railroads of Pan Am, (in general and those running through the Premises in particular) and the operations of other lessees, licensees and lawful occupants of the Premises shall have absolute priority over the License herein granted.

7. **LICENSEE'S INDEMNIFICATION.** The Licensee hereby agrees to defend with counsel acceptable to the Railroad, release, indemnify, protect and hold harmless the Railroad, Pan Am, their affiliates, successors and assigns, their lessees and licensees and all other lawful occupants of the Premises from and against any and all loss, cost, damage, or expense arising in any way out of Licensee's Use or possession of the Premises, including, without limitation, all claims or suits for loss or damage to: (i) property of any description or natural resources, (ii) personal injury, sickness or death of any person, (iii) delay damages, (iv) consequential damages, all matters relating to the alteration of wetlands, (v) breach of any Law, particularly any alleged release of oil or hazardous or otherwise harmful materials or substances (including, but not limited to costs for assessment, remedial or response actions), or (vi) other damages arising in any way out of the Licensee's use or possession of Premises, whether such loss, cost, damage, or expense is suffered or caused by the Licensee, the Railroad, Pan Am, their affiliates, successors, assigns, lessees, licensees and/or the officers, agents, employees, or representatives of any of them, or by others.

8. **INSURANCE.** The Licensee shall maintain policies of comprehensive public liability insurance and property damage insurance with respect to the Premises and Appurtenances in forms and with insurers acceptable to the Railroad and with coverages of not less than those set forth in paragraph 1. The Licensee shall promptly deposit such policies with the Railroad and shall replace them with new policies no later than 30 days before expiration.

9. **SUBSEQUENT WORK OR ENTRY.** The Licensee agrees to perform no construction, maintenance, repair, replacement, extension or removal work affecting the Appurtenance, or otherwise enter the Premises during the Term of this License after the construction and installation of the Appurtenance is first completed without in each instance: (i) submitting full plans and details of the proposed work or entry onto the Premises for approval of the Railroad; (ii) furnishing the Railroad with a policy of "Railroad Protective Liability Insurance" in such forms and with such coverages (which coverages shall, in no event, be less than \$5,000,000.00/\$10,000,000.00 combined property damage/bodily injury coverage) as the Railroad may specify; (iii) executing the Railroad's standard "Railroad Service Agreement"; and (iv) paying all costs and fees for review and inspection of such proposed work or entry and for flagging, document preparation and/or other

railroad services. The Licensee expressly acknowledges and agrees to perform such work or enter the Premises only upon such terms and conditions as the Railroad may specify.

10. **LICENSEE'S DEFAULT, RAILROAD'S REMEDIES.** In the event the Licensee: (a) fails to pay the License Fee (as the same may be adjusted from time to time as hereinabove provided) and/or taxes, when due; (b) fails to fully and completely perform all the several terms, conditions, covenants and promises contained in this License Agreement; (c) declares bankruptcy or insolvency or files a petition with any court seeking reorganization or debtor's relief; (d) files a petition for the appointment of a trustee or receiver of all or a substantial portion of the Licensee's property; (e) compounds or attempt to compound or make an assignment for the benefit of creditors; (f) abandons the Premises; or (g) suffers this License to be taken on writ of execution; then the Railroad, in addition to all other remedies it may have, shall have the immediate right to terminate this License and/or to re-enter the Premises without prior notice to the Licensee and peaceably remove all persons, property, fixtures and equipment from the Premises and store the same at cost to the Licensee, all without legal process and without being deemed guilty of trespass or becoming liable thereby for any loss, cost or damage.

11. **TERMINATION.** At the termination of this License, the Licensee shall deliver up possession of the Premises, promptly remove the Appurtenance and all property, equipment, fixtures and other effects therefrom and restore the Premises to a safe condition, satisfactory to the Railroad.

12. **RAILROAD'S COST.** If the Railroad makes any expenditures or incurs any obligations for the payment of money in connection with enforcing any of its rights under this License Agreement, including, but not limited to, attorneys' fees and expenses, the Licensee shall pay such sums, together with interest computed at a rate of 1.5 per cent per month until paid, after written demand therefor.

13. **GENERAL PROVISIONS.**

- A. No Waiver. Waiver of any provision of this License Agreement, in whole or in part, in any one instance shall not constitute a waiver of any other provision, or a waiver of the same provision, in any other instance; but each provision shall continue in full force and effect with respect to any other then existing or subsequent breach.
- B. Notice. Any notice to be given in connection with this License Agreement shall be given in writing to the respective party at its address specified in paragraph 1, or at such other address for a party as that party may specify by notice, by (i) delivery in hand or by postage prepaid, United States first class mail, or (ii) Federal Express or other form of expedited receipt, or (iii) telegram. Notice so sent shall be effective upon receipt, or upon attempted delivery, if such notice is not accepted by the recipient.

- C. Miscellaneous. This License Agreement: (i) may be executed in any number of counterparts, each of which when executed by all parties to this Agreement shall be deemed to be an original and all of which counterparts together shall constitute one and the same instrument; (ii) constitutes the entire agreement of the parties with respect to its subject matter, superseding all prior oral and written communications, proposals, negotiations, representations, understandings, courses of dealing, agreements, contracts and the like between or among any or all of the parties in such respect; (iii) may only be amended, modified, or terminated, and any right under this Agreement may be waived, in whole or in part, by a writing signed by all parties; (iv) shall bind and inure to the benefit of the parties and their respective legal representatives, successors and assigns, except that the Licensee may not delegate any of its obligations under this License or assign this License without the prior written consent of the Railroad; (v) shall take effect as a sealed instrument; and (vi) is not intended to inure to the benefit of any third party beneficiary.
- D. Applicable Law. This License shall be governed by and construed in accordance with the laws of the State wherein the Premises lie.
- E. No Estate Created. This Agreement shall not be construed as creating or vesting in the Licensee any easement or estate in the Premises, but only the limited right of possession Use under the License hereinabove described.
- F. Relocation or Removal. If the Railroad reasonably determines that any of the Facilities of the Licensee must be relocated, changed, altered or removed the Railroad shall promptly notify Licensee. Licensee shall protect, move or remove the affected Appurtenance in a manner satisfactory to the Railroad as soon as practicable and at the sole expense of Licensee.

IN WITNESS WHEREOF, the parties have caused this License Agreement to be executed as of the date first set forth above by their duly authorized representatives.

**RAILROAD:
BOSTON AND MAINE CORPORATION**

By: _____
Roland L. Theriault, Vice President- Real Estate

Witness

**RAILROAD:
SPRINGFIELD TERMINAL RAILWAY
CORPORATION**

By: _____
Roland L. Theriault, Vice President- Real Estate

Witness

**LICENSEE:
MANCHESTER WATER WORKS**

By: _____
Name: _____
Title: _____

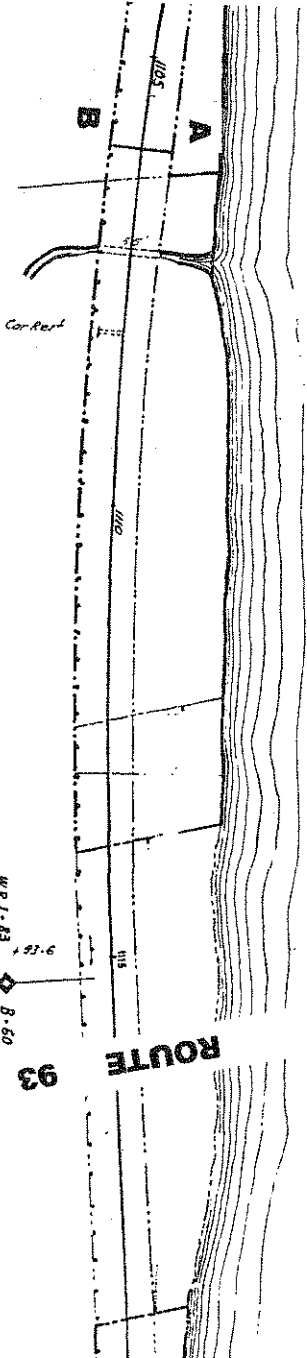
Witness

TO NASHUA



TO CONCORD

MERRIMACK RIVER



7-9

A-B 66' 20" WATER MAIN MANCHESTER WATER WORKS

EXHIBIT "A"

BOSTON & MAINE CORPORATION

OFFICE OF THE VICE PRESIDENT - ENGINEERING

LICENSE PLAN
MANCHESTER, NH

LINE : NORTHERN MAIN LINE

V.S. 21 MAP 22 MILEPOST : 31.8

SCALE : 1" = 200' DATE : 2/4/10

DRAWN BY :	M.S.	CHECKED BY :	V.C.M.	APPROVED BY :	R.L.T.
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S#1510

EXHIBIT B

ADDITIONAL PROVISIONS

14. **EMERGENCY REPAIRS.** In the event of an emergency/incident affecting the Premises and/or the Appurtenance, the Licensee may enter the Premises to perform necessary repairs to the Premises and/or Appurtenance, after the following condition is satisfied:

(a) Prior to entering the Premises, the Licensee shall notify the Chief Train Dispatcher of the Licensor (978) 663-9319, of the emergency/incident, including but not limited to the nature of the emergency/incident, the location of the emergency/incident and the anticipated amount of time needed to repair emergency/incident.

(b) The Licensee must deliver, within forty-eight (48) hours of emergency/incident, to the Principal Engineering Officer ("PEO") of the Licensor (978) 663-6908, a written report of the emergency/incident detailing the events surrounding the emergency/incident and remedial action undertaken. In the event that the Licensor deems it necessary to dispatch personnel and equipment to protect the interest of the Licensor, any and all costs and expenses accrued in conjunction with said dispatch shall be borne by the Licensee.

15. **THIRD-PARTY SUBSEQUENT USERS.**

(a) Any subsequent third-party user of the services provided by the Appurtenance, or portion thereof, shall be subject to the rights and obligations of the Licensee as set forth in this Agreement; and

(b) The Licensee agrees to provide to Licensor written confirmation that said third-party user agrees and acknowledges that said third-party user is to be subject to the rights and obligations of the Licensee as set forth in this Agreement; and

(c) The Licensee hereby agrees to defend with counsel acceptable to the Railroad, release, indemnify, protect and hold harmless the Railroad, Pan Am Railways, Inc., their affiliates, successors and assigns, their lessees and licensees and all other lawful occupants of the Premises from and against any and all loss, cost, damage, or expense arising in any way out of any third party use or possession of the Premises or the Appurtenance or portion thereof, including, without limitation, all claims or suits for loss or damage to: (i) Licensee's customers or third party users of the Licensee's Appurtenances (or internal components and portions thereof). Said indemnification shall include, and not be limited to, any and all actions, claims or causes of action which relate in any manner to damage, interruption, loss or reduction or service of the Appurtenance or any part thereof; and (ii) Licensor and their agents and employees and or their

affiliated companies, for damage to property or property rights of any description (including railroad property), consequential damages, sickness, injury or death of any person, including injury or death of employees or agents of the Licensor, which arise out of or are in any way connected with the installation, construction, operation, use, maintenance, repair, modification, replacement, relocation, removal or existence of the Licensee's Appurtenances or any part thereof.

16. **RELOCATION, ALTERATIONS.** If the Licensor determines that any of the Appurtenances of the Licensee must be relocated, changed or altered, the Licensor shall promptly notify the Licensee. The Licensee shall protect or move the affected Appurtenances in a manner satisfactory to the Licensor as soon as practicable and at the expense of the Licensee. If the Licensee's Appurtenances must be relocated, the Licensor shall grant a License for an alternate location within the Right-of-Way if and to the extent it is feasible to do so.

James A. Burkush
Chief of Department



City of Manchester
Fire Department

January 15, 2010

To: Board of Mayor and Alderman
From: Chief James Burkush
Re: Ordinance Updates

Code of Ordinances Sec: 92.25: *Annual Fees* were last amended 11/05/2003.

The Fire Department recommends the following:

Add the language to section 92.25, following paragraph (A).


"Each additional building monitored by a Radio Master Box shall be charged an annual fee of \$100.00 per building per calendar year. New systems shall be charged a pro-rate amount of \$25.00 per quarter until December 31 of the installation year after which the annual fee will take effect on January 1".

The Fire Department estimates additional revenues of \$12,000.00 for FY2011 if directed by the BMA. (Master Box billing is in January, completed for the year).

Change the following paragraph in section 92.22; *Inspections* last amended 04/16/2002
(C) The initial inspection of an installed fire alarm system shall be performed by the Fire Department at a charge of ~~\$50.00 per person per hour required~~ \$100.00 per hour with minimum fee being \$100.00

The Fire Department estimates this language will result in less confusion and increased accuracy in billing; net revenue unchanged.

Yours in Fire Safety,


James A. Burkush, Chief

James A. Burkush
Chief of Department



City of Manchester
Fire Department

January 14, 2010

To: Board of Mayor and Alderman
From: Chief James Burkush
Re: False Alarm Charges

Code of Ordinances Sec: 92.26: *False Alarm Charges* were last updated 2-7-95.

The Fire Department recommends the following:

- (A) The first five fire alarms in excess of the limit, the amount of ~~(\$50)~~ \$100 per alarm.
- (B) All false alarms in excess of five above the limit, the amount of ~~(\$100)~~ \$200 per alarm.
- (c) The false alarm limits shall be based on the number of alarm initiating devices connected to the fire alarm as follows:

Devices	Limit of False Alarms Per Year
1-125	5
126-250	10
Over 250	15
251-375	15
376 or more	20

Currently, the Fire Department collects \$12,000 to \$14,000 in false alarm fees.
We estimate this new schedule would result in additional revenue of \$12,000 to \$14,000 for FY2011.

Yours in Fire Safety,

James A. Burkush
James A. Burkush, Chief

City of Manchester New Hampshire

In the year Two Thousand and Ten

AN ORDINANCE

"Amending Chapter 92 Fire Prevention of the Code of Ordinances of the City of Manchester by establishing annual Radio Master Box fees per building and increasing the charges for fire system inspections and false alarms."

Page 1 of 2

BE IT ORDAINED, By the Board of Mayor and Aldermen of the City of Manchester, as follows:

- I. Amend the Code of Ordinances by deleting language as stricken (-----) and inserting new as bolded (bold). Sections of the following chapters that remain unchanged, appear in regular type.

§ 92.22 ALARM INSTALLATION; INSPECTIONS.

- (A) The review of an alarm system plan shall be performed by the Fire Department at a charge of \$1 per device with the minimum fee being \$50.
- (B) The review of a sprinkler system plan shall be performed by the Fire Department at a charge of \$1 per device with a minimum fee being \$50.
- (C) The initial inspection of an installed fire alarm system shall be performed by the Fire Department at a charge of ~~\$50 per person~~ **\$100** per hour required with the minimum fee being \$100.
- (D) Reinspections of installed alarm systems shall be billed at a rate of \$150 per person per hour with a minimum charge of \$300.

§ 92.25 ANNUAL FEES.

- (A) All master fire alarm box owners shall pay an annual user fee for each calendar year in the amount of \$480. New systems installed shall be charged a pro rata amount of \$40 per month or part of a month until December 31 of the installation year after which the annual fee will take effect on January 1. **Each additional building monitored by a Radio Master Box shall be charged an annual fee of \$100 per building per calendar year. New systems shall be charged a pro-rata amount of \$25 per quarter until December 31 of the installation year after which the annual fee will take effect on January 1.**

City of Manchester New Hampshire

In the year Two Thousand and Ten

AN ORDINANCE

"Amending Chapter 92 Fire Prevention of the Code of Ordinances of the City of Manchester by establishing annual Radio Master Box fees per building and increasing the charges for fire system inspections and false alarms."

Page 2 of 2

BE IT ORDAINED, By the Board of Mayor and Aldermen of the City of Manchester, as follows:

§ 92.26 FALSE ALARM CHARGES.

Any property owner having a fire alarm system on his or its premises and installed to warn occupants of fire, which causes a response by the Fire Department, shall pay the city a charge for false alarms to which the Fire Department responds in each calendar year as follows:

(A) The first five false alarms in excess of the limit, the amount of ~~\$50~~ \$100 per alarm.

(B) All false alarms in excess of five above the limit, the amount of ~~\$100~~ \$200 per alarm.

(C) The false alarm limits shall be based on the number of alarm-initiating devices connected to the fire alarm system as follows:

<i>Devices</i>	<i>Limit of False Alarms Per Year</i>
1 - 125	5
126 - 250	10
Over 250	15
251 - 375	15
376 or more	20

II. These Ordinances shall take effect upon passage.

OFFICE OF THE CITY CLERK
(Potential Revenue Increases)

Vital Records Division Revenue

- Marriage Ceremony (Perform ceremonies in-house at \$55.00 ea.)

\$5,000

- Notary Fees (Increase charge from \$2 to \$5)

\$1,000

Business Licensing Division Revenue

- Alarm Fees (Two changes below:)

\$9,500

\$3,000

False Alarm Schedule Restructured

Renewal permits raised from \$20 to \$30

\$12,500

- Video Poker Machines (Increase from \$1,500 to \$2,000)

\$55,000

Total Additional Revenue Potential

\$73,500

City of Manchester New Hampshire

In the year Two Thousand and Ten

AN ORDINANCE

"Amending Chapter 93 Alarms of the Code of Ordinances of the City of Manchester by increasing the annual Alarm permit renewal fee and restructuring the false alarm fee schedule."

Page 1 of 4

BE IT ORDAINED, By the Board of Mayor and Aldermen of the City of Manchester, as follows:

- I. Amend the Code of Ordinances by deleting language as stricken (-----) and inserting new as bolded (bold). Sections of the following chapters that remain unchanged, appear in regular type.

§ 93.03 PERMIT REQUIRED; APPLICATION; FEE.

(B) Upon receipt of a completed application form and a nonrefundable permit fee of \$30 for a new permit and ~~\$20~~ **\$30** for annual permit renewal.

§ 93.14 FALSE ALARM NOTIFICATION.

(A) The holder of an alarm permit or the person in control of an alarm system shall be subject to warning, fines and suspension or loss of the permit (any alarm owned, operated, or leased by any federal, state, county or local government agency will not be subject to fines) depending on the number of false alarm notifications emitted from an alarm system within a 12-month period from July 1 through June 30.

(B) Number of false alarm notifications; action taken.

(1) For the first ~~three~~ **two** false alarm notifications, no action will be taken.

(2) The activation of ~~four~~ **three** or more false alarms within a 12-month period from July 1 through June 30, will be handled according to the following schedule:

(a) The ~~fourth and fifth~~ **third** false alarms will be billed a \$25 service charge ~~per occurrence~~ which shall be considered a bill owed by the permit holder to the city.

City of Manchester New Hampshire

In the year Two Thousand and Ten

AN ORDINANCE

"Amending Chapter 93 Alarms of the Code of Ordinances of the City of Manchester by increasing the annual Alarm permit renewal fee and restructuring the false alarm fee schedule."

Page 2 of 3

BE IT ORDAINED, By the Board of Mayor and Aldermen of the City of Manchester, as follows:

(b) The fourth false alarm will be billed a \$50 service charge which shall be considered a bill owed by the permit holder to the city.

1. Each service charge incurred for the third and fourth false alarms at the premises described in the permit holder's permit shall be paid within 30 days from date of receipt thereof. Failure to make payment within 60 days from date of receipt shall result in revocation of the permit holder's permit until payment is received.

(c) The ~~sixth~~ **fifth** false alarm shall result in a \$100 service charge (which includes a \$25 reinstatement fee) which shall be considered a bill owed by the permit holder to the city and revocation of the permit holder's permit in the following manner:

1. The permit holder shall be given ten days advance written notification that the permit holder's permit will be revoked, the written notice shall set forth the reasons for such revocation.

2. The notice shall specify the specific date of revocation, and that any response by the Police Department will result in an assessment of \$100 to alarms that occur at the premises described in the permit after the date of revocation, in addition to any other fees incurred under this schedule.

3. Reinstatement of the permit will be made upon receipt of all fees owed to the city under this chapter and upon compliance with the following conditions:

a. After the ~~sixth~~ **fifth** false alarm, the alarm permit holder shall be required to have his alarm system inspected by a licensed and certified installer. Certificate of such inspection will be sent to the Police Department, and a copy of the inspection will be posted on the premises where the alarm system is maintained. The certificate will indicate the date of the inspection and the typed name and signature of the inspector.

City of Manchester New Hampshire

In the year Two Thousand and Ten

AN ORDINANCE

"Amending Chapter 93 Alarms of the Code of Ordinances of the City of Manchester by increasing the annual Alarm permit renewal fee and restructuring the false alarm fee schedule."

Page 3 of 4

BE IT ORDAINED, By the Board of Mayor and Aldermen of the City of Manchester, as follows:

b. A letter from the inspector will accompany the certificate, explaining what corrective action was taken to assure against further false alarms, either by repairing the systems, checking for proper installation and/or training the user in the proper use of the system.

(d) The ~~seventh~~ **sixth** false alarm shall result in a written notification to the permit holder that upon activation of the next false alarm, the permit holder's permit will be revoked. The ~~seventh~~ **sixth** false alarm will be billed a \$150 service charge, which shall be considered a bill owed by the permit holder to the city.

(e) The ~~eighth~~ **seventh** false alarm shall result in revocation of the permit holder's permit in the manner described in division (B)(b)1. through 3. of this section, except the false alarm will be billed at ~~\$300~~ **\$200** (which includes a \$50 reinstatement fee) and shall be considered a bill owed by the permit holder to the city.

(f) ~~The ninth false alarm shall result in a written notification to the permit holder that upon activation of the next false alarm the permit holder's permit will be revoked. The ninth~~ **eighth** false alarm will be billed a \$350 service charge, which shall be considered a bill owed by the permit holder to the city.

(g) ~~The ninth false alarm shall result in a written notification to the permit holder that upon activation of the next false alarm the permit holder's permit will be revoked. The ninth false alarm will be billed a \$400 service charge, which shall be considered a bill owed by the permit holder to the city.~~

(h) The tenth false alarm and each subsequent false alarm, the permit holder's permit shall be revoked in the manner described in division (B)(b)1. through 3. of this section and also that an inspection of the premises shall be conducted by a representative of the Police Department, along with a representative of the permit holder's alarm company and a representative of the permit holder. The tenth false alarm and each subsequent false alarm will be billed a \$500 service charge, which shall be considered a bill owed by the permit holder to the city.

City of Manchester New Hampshire

In the year Two Thousand and Ten

AN ORDINANCE

“Amending Chapter 93 Alarms of the Code of Ordinances of the City of Manchester by increasing the annual Alarm permit renewal fee and restructuring the false alarm fee schedule.”

Page 4 of 4

BE IT ORDAINED, By the Board of Mayor and Aldermen of the City of Manchester, as follows:

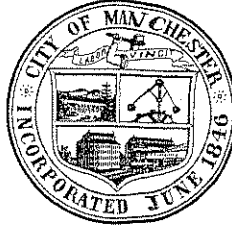
(C) Any person who operates a newly installed system will not be subject to false alarm notifications action during the 30 days following the system completion provided a permit application is received by the Chief. The completion date shall be certified by a person where the system is professionally installed, or the date of the purchase receipt for self-installed systems.

(D) Any person operating a nonpermitted alarm system will be subject to a citation and assessment of a \$100 fee for each alarm without benefit of the notifications provided for in this section. Subsequent submittal of an alarm permit application shall have all previously received alarms counted in accumulating the five notification total.

(E) Alarm activations, caused by actual criminal offense or with evidence of a criminal attempt, shall not be counted, nor false alarm notifications accumulated.

II. These Ordinances shall take effect upon passage.

Tabled 3/16/09



*Matthew Normand
Acting City Clerk*

CITY OF MANCHESTER
Office of the City Clerk

MEMORANDUM

TO: Committee on Administration/Information Systems
Aldermen O'Neil, Garrity, Osborne, Pinard, Murphy

FROM: Matthew Normand
Acting City Clerk

DATE: February 6, 2009

RE: Proposed Policy on Street Closures

On November 24, 2008, the Committee requested that the City Clerk's Office review the current procedures for street closure for special entertainment events and propose some suggestions to improve the process. After some prior discussions with the Parking Division, Police, and Mayor's Office as well as members of the Committee, we have attached some recommendations for the Committee's consideration.

Our intent is to continue permitting street closures for entertainment related events under current procedures and ordinances but to add some additional oversight by including the Parking Division approval, notification to abutting businesses, and Committee on Administration involvement under certain conditions.

Please call me should you have any questions or concerns. Thank you.

pc: Sgt. J. Flanagan, Police Department
T. Clark, Solicitor's Office
B. Stanley, Parking Division
S. Thomas, Mayor's Office

10-1

Proposed procedures for street closures for entertainment purposes

Policy

Temporary street closures for Entertainment Place of Assembly Permits may be granted by the City of Manchester based on the following standards:

1. Application for street closure must be submitted at least 30 days prior to event.
2. Any application received after deadline shall be denied by the Office of the City Clerk and submitted to Committee on Administration/Information Systems for approval.
3. The activity may not impair normal Fire and Police operations.
4. The City shall not incur additional costs related to street closure.
5. Businesses directly abutting the proposed street closure will be notified by Office of the City Clerk.
6. Multiple requests for street closures on same block in a close proximity of time may be referred to the Administration/Information Systems for consideration.

Procedure

1. Application must be filed with the Office of the City Clerk with appropriate approvals from Police, Fire, Highway and the Parking Division.
2. Applicant must provide detailed plans for street closure with application. Details shall include times and date of closure, description of event and purpose for request.
3. Office of City Clerk will notify in writing all abutters affected by closure.
4. All clean-up is responsibility of applicant.
5. Any additional costs for City services shall remain the responsibility of applicant.
6. All decisions of the Committee on Administration/Information Systems are final.

Tabled 3/16/09

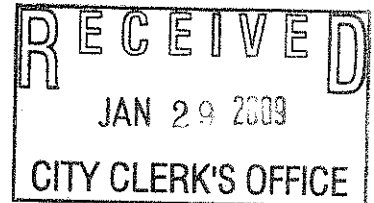
Thomas R. Clark
City Solicitor

Thomas I. Arnold, III
Deputy City Solicitor



Peter R. Chiesa
Gregory T. Muller
John G. Blanchard
Jeremy A. Harmon

CITY OF MANCHESTER
Office of the City Solicitor



January 29, 2009

Matthew Normand, Acting City Clerk
City of Manchester
One City Hall Plaza
Manchester, NH 03101

RE: **Naming Rights Policy**

Dear Matt:

Enclosed is the draft naming rights policy requested by the Board at its meeting on December 16, 2008.

Very truly yours,

Thomas R. Clark
City Solicitor

TRC/hr
Enclosure

In board of Mayor and Aldermen

Date: 2/3/09 On Motion of Ald. Lopez

Second by Ald. Sullivan

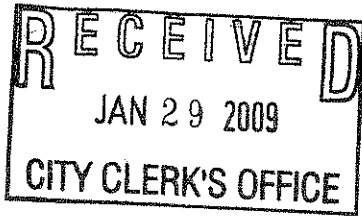
Voted to refer to Committee on Administration

City Clerk

11-1
One City Hall Plaza • Manchester, New Hampshire 03101 • (603) 624-6523 • FAX: (603) 624-6528

TTY: 1-800-735-2964

E-Mail: solicitor@manchesternh.gov • Website: www.manchesternh.gov



DRAFT

POLICY ON NAMING
CITY PROPERTY

All requests to name city owned or controlled real property, buildings or structures shall be submitted, in writing, to the Board of Mayor and Aldermen for referral to the department or entity having jurisdiction over the real property, building or structure. The written request shall contain the following information:

- Background information detailing the appropriateness of the intended name.
- Background information on the real property, building or structure in question.
- How any costs associated with the naming shall be funded.

The department or other entity shall review the written request and forward a recommendation to the Board of Mayor and Aldermen for referral to the Committee on Lands and Buildings.

The Committee on Land and Buildings shall take such action as it deems appropriate and report its recommendation to the Board of Mayor and Aldermen.

To the Board of Mayor and Aldermen of the City of Manchester:

The Committee on Public Safety, Health and Traffic respectfully recommends, after due and careful consideration, that the request from Barbara Potvin, New England Sampler, for the City to hold a public forum to discuss the closing off of city streets be referred to the Committee on Administration/Information Systems.

(Unanimous vote)

Respectfully submitted,


Clerk of Committee

At a meeting of the Board of Mayor and Aldermen held October 21, 2008, on a motion of Alderman Sullivan duly seconded by Alderman O'Neil the report of the Committee was accepted and the recommendations adopted.

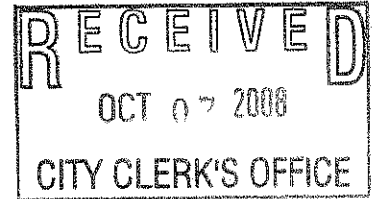

Deputy City Clerk



The
New England
Sampler

*Specializing in
New England Products
&
Specialty Foods*

42 Hanover St.
Manchester, NH 03101
603.626.4477



September 26, 2008

Dear Mayor Guinta, Aldermen Mark Roy, Mike Lopez, Dan O'Neil, Peter Sullivan & Brandy Stanley,

As you may already know, the Palace Theatre held a fundraising event last Thursday, September 18th. Attached is a petition signed by a number of business owners and managers located on the one-way section of Hanover St., between Chestnut and Elm Street. Peter Ramsey, the Executive Director of the Palace Theatre has been provided a copy of this petition and discussions have been held with Peter. Stephanie Lewry, from Intown was present at a discussion between Peter Ramsey, and myself, Barbara Potvin regarding this petition, the blocking off of the street and the implications of blocking the streets off for any such event.

During this discussion, Peter Ramsey had suggested that the City of Manchester might consider holding a Public Forum to discuss the process of closing off city streets and the impact that these closings have on local small businesses as well as the benefits drawn by the City of Manchester and its local citizens. After great consideration and input from other businesses on Elm St., that have faced this situation and dilemma, I agree with Peter that a public discussion would be helpful and could provide us all, including the City Hall with a policy that addresses and considers the welfare of all business owners/managers, local community members as well as Manchester City Hall.

Feel free to contact me at 603-626-4477 with any questions you might have regarding this request and this petition.

Sincerely,

Barbara J. Potvin

Owner

The New England Sampler

cc: Peter Ramsey, Stephanie Lewry

12-2

September 19, 2008

We the signed business managers and owners would like the City of Manchester to know of our discontent and concern regarding the blocking off of Hanover St., between Chestnut and Elm on Thursday, September 18, 2008 for the Palace Theatre's Wine Tasting and Fundraising event. It is our understanding that they did not have permission to block off the parking spaces, but did have permission to block the street after 2PM. However, it should be noted, that most business owners and managers were not included in this decision nor were the majority notified that this would occur prior to this week. Many were never informed and only realized on Thursday when they saw the cones along the parking space.

Further, our concerns include:

- Most businesses were not informed that the streets and parking spaces along this stretch of Hanover St. would be inaccessible throughout most of the day.
- As business owners and managers we are concerned with the significant loss of revenue for each business located on this section of Hanover St. Many businesses had to either reschedule or cancel appointments. Others noted a drop in their sales because of the inaccessibility of the street and on-street parking. Some even ended up closing early due to the loss of revenue and lack of access for customers.
- Our concerns also include loss of revenue for the City of Manchester. Many parking spaces on both sides of the road were blocked off as early as 8AM.
- Finally, there is a concern for public safety and property, whenever such events occur, since ambulances and fire trucks can not safely access Hanover St. between Chestnut and Elm during the aforementioned events.

The following business owners/managers would like register their concerns regarding the lack of opportunity to give input and recommendations, as well as the lack of appropriate notification as to when these types of events will be occurring.

Name:	Business Name:	Address:
Scott Sewale	Suddenly Susan Gourmet Del.	87 Hanover
Emma J. delSole	A Break Time Cafe	81 Hanover St
Bill Melling	OK PAPER S-	89 Hanover St
Jim Kappeler	RICHARD PHOTOGRAPHERS	72 HANOVER ST
Chris Aker	EMBASSY	54 Hanover St.
Anneke Lessard	Shop Estella	52 Hanover St.
Leanne Sylvester	Runners Alley	360 Hanover St
Susan Martin	SAVON CRAFTWORKS	32 HANOVER ST
Sun Chung	Korean Place Restaurant	110 Hanover St.
Karen Huel	Cottages Design Furniture	73 Hanover St.
Barbara Blum	The New England Sampler	42 Hanover St.
Chris Blum	Netmon Hanover	26 Hanover St.
Linda Blum	Sally Lou's jewelry	83 Hanover ST